

03-24-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)U.S. DEPARTMENT OF COMMERCE
States Patent and Trademark Office

RECOI

103204195

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

California KL Holdings, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: CA
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s):

Execution Date(s) 3/14/2006

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Partial Release of Security Interest

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☒ Yes ☐ NoName: Russ Berrie and Company, Inc

Internal _____

Address: _____

Street Address: 111 Bauer DriveCity: OaklandState: New JerseyCountry: USA Zip: 07436

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship USA
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Vaishali Udupa

Internal Address: _____

Street Address: 51 Louisiana Ave., NWCity: Washington,State: DC Zip: 20001-2113Phone Number: 202/879-3795Fax Number: 202/626-1700Email Address: vudupa@jonesday.com

6. Total number of applications and registrations involved:

56

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 1,415.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Signature

3/22/06
DateName of Person Signing
Vaishali UdupaTotal number of pages including cover sheet, attachments, and document: 16Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700274971

TRADEMARK
REEL: 003350 FRAME: 0690

Continuation of Item 2

Kids Line, LLC
111 Bauer Drive
Oakland, NJ 07436 USA

Sassy, Inc.
111 Bauer Drive
Oakland, NJ 07436 USA

Continuation of Item 4

Grantor	Country	Mark	Registration No. (or Application No.)	Registration Date (or Application Date)
Russ Berrie and Company, Inc. ("Russ Berrie")	USA	BAXTER	1,297,278	9/18/1984
Russ Berrie	USA	GIRL POWRRR...	2,635,742	10/15/2002
Russ Berrie	USA	MAKE SOMEONE HAPPY	2,635,758	10/15/2002
Russ Berrie	USA	RUSSPLUS	2,260,182	7/13/1999
Russ Berrie	USA	BEARS FROM THE PAST	1,966,741	4/9/1996
Russ Berrie	USA	CELEBRATE AMERICA	2,558,179	4/9/2002
Russ Berrie	USA	HEARTCRAFT COLLECTION	1,956,063	2/13/1996
Russ Berrie	USA	HOT STUFF	1,333,415	4/30/1985
Russ Berrie	USA	LUV PETS	2,482,505	8/28/2001
Russ Berrie	USA	VINTAGE EDITION	2,372,339	8/1/2000
Russ Berrie	USA	RUSS & Design	2,891,296	10/5/2004
Russ Berrie	USA	RUSS HOME	Application No. 78/093,369	11/14/01
Russ Berrie	USA	SKRIBBLES	2,809,975	2/3/2004
Russ Berrie	USA	APPAWS	Application No. 76/535,128	8/7/03
Russ Berrie	USA	APPLAUSE	1,223,558	1/11/83
Russ Berrie	USA	APPLAUSE (Design)	1,251,348	9/13/83
Russ Berrie	USA	APPLAUSE (Design)	1,190,130	2/16/82
Russ Berrie	USA	EVERYONE LOVES TO GET APPLAUSE	1,230,618	3/08/23
Russ Berrie	ARGENTINA	EVERYONE LOVES TO GET APPLAUSE	1485480	11/30/93
Russ Berrie	AUSTRALIA	APPLAUSE (Design)	A361197	06/05/81
Russ Berrie	BENELUX	APPLAUSE	376360	08/03/81
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	503783	08/08/91
Russ Berrie	BENELUX	APPLAUSE	730983	08/30/02
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	730984	08/30/02
Russ Berrie	CANADA	APPLAUSE	304224	06/28/85
Russ Berrie	CANADA	APPLAUSE (Design)	304223	06/28/85
Russ Berrie	CHILE	APPLAUSE	430057	07/13/84
Russ Berrie	EL SALVADOR	EVERYONE LOVES TO GET APPLAUSE	128/134	07/04/01
Russ Berrie	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	EU340364	02/08/99
Russ Berrie	FRANCE	APPLAUSE	013136799	
Russ Berrie	GERMANY	APPLAUSE	1050030	06/30/01
Russ Berrie	GERMANY	APPLAUSE (Design)	1075372	03/27/85
Russ Berrie	GERMANY	EVERYONE LOVES TO GET APPLAUSE	2039483	06/30/93
Russ Berrie	GREAT BRITAIN	APPLAUSE	1200400	07/25/83

Grantor	Country	Mark	Registration No. (or Application No.)	Registration Date (or Application Date)
Russ Berrie	GREAT BRITAIN	APPLAUSE (Design)	B1155354	06/08/81
Russ Berrie	HONG KONG	APPLAUSE (Design)	B1466	09/12/86
Russ Berrie	JAPAN	EVERYONE LOVES TO GET APPLAUSE	4000632	
Russ Berrie	JAPAN	APPLAUSE (Design)	2194900	12/25/89
Russ Berrie	KOREA	APPLAUSE	145202	09/11/87
Russ Berrie	KOREA	EVERYONE LOVES TO GET APPLAUSE	273963	09/09/93
Russ Berrie	MEXICO	APPLAUSE	369166	10/31/89
Russ Berrie	MEXICO	APPLAUSE (Design)	373478	02/10/90
Russ Berrie	PANAMA	EVERYONE LOVES TO GET APPLAUSE	Pending	Pending
Russ Berrie	TAIWAN	APPLAUSE (Design)	177657	
Russ Berrie	TAIWAN	APPLAUSE and Hand Design	93050600	11/2/2004
Russ Berrie	THAILAND	EVERYONE LOVES TO GET APPLAUSE	TM43608	
Russ Berrie	CANADA	MAKE SOMEONE HAPPY	TMA592292	10/15/2003
Russ Australia Pty, Limited ("Russ AU")	AUSTRALIA	BIRTHSTONE BEARS	817414	12/15/1999
Russ AU	AUSTRALIA	BEARS OF THE MONTH	817415	12/15/1999
Russ AU	AUSTRALIA	CHAMOIS	831451	4/12/2000
Russ AU	AUSTRALIA	LUV PETS/LOVE PETS	831452	4/12/2000
Russ AU	AUSTRALIA	TIMELESS COLLECTION & device	865602	2/9/2001
Russ AU	AUSTRALIA	BEARS FROM THE PAST	867013	2/23/2001
Russ AU	AUSTRALIA	PURSE PETS	924049	8/21/2002
Russ AU	AUSTRALIA	DOG Purse Pet	156576	10/5/2004
Russ AU	AUSTRALIA	POODLE Purse Pet	156578	10/5/2004
Russ AU	AUSTRALIA	UNICORN Purse Pet	156577	10/5/2004

PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Partial Release") is made as of March 14, 2006 ("Effective Date") by and among Russ Berrie and Company, Inc., a New Jersey corporation, Kids Line, LLC, a Delaware limited liability company, Sassy, Inc., an Illinois corporation, with their principal office at 111 Bauer Drive, Oakland, New Jersey 07436 (collectively, the "Grantors," and each, individually, a "Grantor"), and California KL Holdings, Inc., in its capacity as Collateral Agent for the Deferred Payout Sellers (the "Agent", in such capacity, "Grantee"). Capitalized terms used by not defined herein shall have the meanings given thereto in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Membership Interest Purchase Agreement (the "Acquisition Agreement"), dated December 15, 2004, among Russ Berrie and Company, Inc., a New Jersey corporation (the "Purchaser"), Kids Line, LLC, a Delaware limited liability company ("Company"), and the various sellers party thereto (including the Deferred Payout Sellers), the Purchaser purchased all of the outstanding membership interests and all the outstanding warrants to purchase membership interests of the Company;

WHEREAS, to secure certain of their obligations under the Acquisition Agreement, Grantors entered into that certain Trademark Security Agreement by and among Grantors and Grantee dated as of December 15, 2004 (as amended and in effect on the date hereof, the "Trademark Security Agreement"), pursuant to which each Grantor granted to Grantee a continuing security interest in and to all of such Grantor's right, title and interest in, to and under the Trademark Collateral

WHEREAS, Grantee has agreed to release the Trademark Collateral of Russ Berrie and Company, Inc.;

WHEREAS, the Schedule to the Trademark Security Agreement inadvertently included certain assets of Russ Australia Pty Limited, which entity was not a Grantor under the Trademark Security Agreement;

WHEREAS, Grantee acknowledges that it has no security interest in any assets of Russ Australia Pty Limited (the "Purported Trademark Collateral").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby (i) releases Russ Berrie and Company, Inc. from its obligations under the Trademark Security Agreement, (ii) terminates, cancels and releases any and all security interests it has against any Trademark Collateral of Russ Berrie and Company, Inc.; (iii) confirms that the Trademark Security Agreement does not apply to Russ Australia Pty Limited and (iv) confirms that it has no security interests against any Purported Trademark Collateral of Russ Australia Pty Limited.

Grantee represents and warrants that: (i) it has the full power and authority to execute this Partial Release; (ii) it has not assigned, transferred, restricted or otherwise encumbered any security interest it has against the Trademark Collateral of Russ Berrie and Company, Inc., nor has it attempted to do so with respect to any security interest it may have thought it had against the Purported Trademark Collateral of Russ Australia Pty Limited; (iii) to


the best of its knowledge, it has not recorded or otherwise evidenced its security interest with respect to any trademark, or registration of an application to register the foregoing, or any trade name or assumed name of Russ Berrie and Company, Inc. or of Russ Australia Pty. Limited, other than those of the foregoing set forth on Schedule I (attached hereto), in any jurisdiction throughout the world; and (iv) to the best of its knowledge, Schedule II attached hereto sets forth a complete and correct list of all the filings made by or, to its knowledge, on behalf of Grantee to record or otherwise evidence any security interest it has against the Trademark Collateral of Russ Berrie and Company, Inc. or against the Purported Trademark Collateral of Russ Australia Pty. Limited in any jurisdiction throughout the world (other than such filings made in the United States Patent & Trademark Office).

Grantee shall promptly, at Grantors' expense, take all further actions, and provide to Grantors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantors to more fully and effectively effectuate the purposes of this Partial Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Partial Release to be executed by its duly authorized representative as of the Effective Date.

CALIFORNIA KL HOLDINGS, INC., as Agent

By: 
Name: Michael Levin
Title: Chief Executive Officer

[Signature Page to Partial Release of Security Interests in Trademarks]

SCHEDULE I

TRADEMARK COLLATERAL

Attached.

SCHEDULE I
to
PARTIAL RELEASE OF SECURITY INTERESTS IN TRADEMARKS

Trademark Registrations/Applications

Grantor	Country	Mark	Registration No. (or Application No.)	Registration Date (or Application Date)
Russ Berrie and Company, Inc. ("Russ Berrie")	USA	BAXTER	1,297,278	9/18/1984
Russ Berrie	USA	GIRL POWRRR...	2,635,742	10/15/2002
Russ Berrie	USA	MAKE SOMEONE HAPPY	2,635,758	10/15/2002
Russ Berrie	USA	RUSSPLUS	2,260,182	7/13/1999
Russ Berrie	USA	BEARS FROM THE PAST	1,966,741	4/9/1996
Russ Berrie	USA	CELEBRATE AMERICA	2,558,179	4/9/2002
Russ Berrie	USA	HEARTCRAFT COLLECTION	1,956,063	2/13/1996
Russ Berrie	USA	HOT STUFF	1,333,415	4/30/1985
Russ Berrie	USA	LUV PETS	2,482,505	8/28/2001
Russ Berrie	USA	VINTAGE EDITION	2,372,339	8/1/2000
Russ Berrie	USA	RUSS & Design	2,891,296	10/5/2004
Russ Berrie	USA	RUSS HOME	Application No. 78/093,369	11/14/01
Russ Berrie	USA	SKRIBBLES	2,809,975	2/3/2004
Russ Berrie	USA	APPAWS	Application No. 76/535,128	8/7/03
Russ Berrie	USA	APPLAUSE	1,223,558	1/11/83
Russ Berrie	USA	APPLAUSE (Design)	1,251,348	9/13/83
Russ Berrie	USA	APPLAUSE (Design)	1,190,130	2/16/82
Russ Berrie	USA	EVERYONE LOVES TO GET APPLAUSE	1,230,618	3/08/83
Russ Berrie	ARGENTINA	EVERYONE LOVES TO GET APPLAUSE	1485480	11/30/93
Russ Berrie	AUSTRALIA	APPLAUSE (Design)	A361197	06/05/81
Russ Berrie	BENELUX	APPLAUSE	376360	08/03/81
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	503783	08/08/91

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Russ Berrie	BENELUX	APPLAUSE	730983	08/30/02
Russ Berrie	BENELUX	EVERYONE LOVES TO GET APPLAUSE	730984	08/30/02
Russ Berrie	CANADA	APPLAUSE	304224	06/28/85
Russ Berrie	CANADA	APPLAUSE (Design)	304223	06/28/85
Russ Berrie	CHILE	APPLAUSE	430057	07/13/84
Russ Berrie	EL SALVADOR	EVERYONE LOVES TO GET APPLAUSE	128/134	07/04/01
Russ Berrie	EUROPEAN UNION	EVERYONE LOVES TO GET APPLAUSE	EU340364	02/08/99
Russ Berrie	FRANCE	APPLAUSE	013136799	
Russ Berrie	GERMANY	APPLAUSE	1050030	06/30/01
Russ Berrie	GERMANY	APPLAUSE (Design)	1075372	03/27/85
Russ Berrie	GERMANY	EVERYONE LOVES TO GET APPLAUSE	2039483	06/30/93
Russ Berrie	GREAT BRITAIN	APPLAUSE	1200400	07/25/83
Russ Berrie	GREAT BRITAIN	APPLAUSE (Design)	B1155354	06/08/81
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Russ Berrie	PANAMA	EVERYONE LOVES TO GET APPLAUSE	Pending	Pending
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Russ AU	AUSTRALIA	BEARS OF THE MONTH	817415	12/15/1999
Russ AU	AUSTRALIA	CHAMOIS	831451	4/12/2000
Russ AU	AUSTRALIA	LUV PETS/LOVE PETS	831452	4/12/2000
Russ AU	AUSTRALIA	TIMELESS COLLECTION & device	865602	2/9/2001
Russ AU	AUSTRALIA	BEARS FROM THE PAST	867013	2/23/2001
Russ AU	AUSTRALIA	PURSE PETS	924049	8/21/2002
Russ AU	AUSTRALIA	DOG Purse Pet	156576	10/5/2004
Russ AU	AUSTRALIA	POODLE Purse Pet	156578	10/5/2004
Russ AU	AUSTRALIA	UNICORN Purse Pet	156577	10/5/2004

Trade Names

Trade Names used by Russ Berrie and Company, Inc.:

Russ Baby. The New Jersey Alternate name Registration for this name has expired, but the name continues to be used.

Refer to the governing documents of Russ Berrie and Company, Inc. and its subsidiaries, which have been previously provided for current and former corporate names.

Common Law Trademarks

In the regular course of its business, Russ Berrie and Company, Inc. uses various concept names and other names on their products as well as slogans.

Russ Berrie and Company, Inc. has registrations for various domain names used in connection with its websites.

Trademarks Not Currently In Use

Russ Berrie and Company, Inc. has previously used various trademarks in the course of its business which are no longer pursued for various reasons, including discontinuation of marked product.

Intellectual Property Licenses

LICENSE AND ROYALTY AGREEMENTS CURRENTLY UNDER NEGOTIATION OF RUSS BERRIE AND COMPANY, INC. (as licensee or obligor to pay royalties)

1. License Agreement with Debby Carmen and Faux Paw Productions, Inc.
2. License Agreement with Hasbro, Inc. and Hasbro International, Inc. (Raggedy Ann and Andy soft dolls).
3. License Agreement with Simon & Schuster, Inc. (Raggedy Ann and Andy gift items).
4. License Agreement with Summy-Birchard Music, a division of Summy-Birchard, Inc. ("Happy Birthday to You" song).
5. License Agreement with Zelda Wisdom, Inc. (Zelda).
6. License Agreement with Universal Studios Licensing LLP (The Little Engine That Could).

LICENSE AND ROYALTY AGREEMENTS OF RUSS BERRIE AND COMPANY, INC. (as licensee or obligor to pay royalties)

1. Consulting Agreement dated November 29, 1990 by and between Russ Berrie and Company, Inc. and Perri Ardman, as amended on January 1, 1992, January 1, 1993, January 1, 1995, January 1, 1996, January 1, 1997, January 1, 1998, January 1, 1999, January 1, 2000, January 1, 2001, January 1, 2002, January 1, 2003 and January 1, 2004.

2. License Agreement dated December 20, 1989 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on April 12, 1991, April 26, 1993, November 11, 1994 and June 15, 2000 (Pregnancy Calendar).

3. Exclusive License Agreement dated July 12, 1991 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on March 29, 1994, November 11, 1994 and June 15, 2000 (Baby's First Year Calendar).

4. Exclusive License Agreement dated July 31, 1992 by and between Linholm Corporation and Russ Berrie and Company, Inc., as amended on November 11, 1994 (Wedding Planner).

5. Exclusive License Agreement dated October 22, 2001 by and between Kirk Morgenegg d/b/a Kirk's Kritters and Russ Berrie and Company, Inc. (Angel Checks).

6. Exclusive License Agreement dated November 29, 2001 by and between Gilda's Club Worldwide and Russ Berrie and Company, Inc. ("Sparkle" dog).

7. Exclusive License Agreement dated July 23, 2001 by and between Carol Cramer, Juvenile Diabetes Research Foundation and Russ Berrie and Company, Inc. with attached Assignment between Cramer and Russ Berrie and Company, Inc. dated March 11, 2002 (Rufus & Ruby-Diabetic Bear).

8. Exclusive License Agreement dated as of May 8, 1998 by and between D&D Studios, Inc. and Russ Berrie and Company, Inc., as assigned to Doug Harris on May 29, 2001.

9. Exclusive License Agreement dated October 1, 2003 by and between My Favorite Company, Inc. and Russ Berrie and Company, Inc., as amended on September 21, 2004.

10. Merchandise License Agreement dated December 15, 2003 by and between The Meow Mix Company and Russ Berrie and Company, Inc., as amended on February 6, 2004, March 24, 2004, April 22, 2004 and May 12, 2004.

11. License Agreement effective as of June 30, 2004 by and between Marvel Enterprises, Inc., Marvel Characters, Inc. and Russ Berrie and Company, Inc. and its subsidiaries and affiliates.

12. License Agreement effective as of January 1, 2004 by and between Wolverine World Wide, Inc. and Russ Berrie and Company, Inc. (Hush Puppies).

13. Exclusive License Agreement dated November 24, 2003 by and between Steven L. Hoeffner and Russ Berrie and Company, Inc., (as of September 21, 2004, in process of being terminated).

14. Exclusive License Agreement dated September 5, 2003 by and between Nancy Wiley and Russ Berrie and Company, Inc., as amended on June 4, 2004.

15. Exclusive License Agreement dated October 1, 2003 by and between Sunday's Child LLC and Russ Berrie and Company, Inc., as amended on September 27, 2004 (Bonnie Lynn Loduha).

16. Exclusive License Agreement dated as of March 26, 2004 by and between Chameleon Design Enterprises, L.L.C. and Russ Berrie and Company, Inc. (Kelly Henderson) (as of December 6, 2004, in process of being terminated effective December 6, 2004).

17. Exclusive License Agreement dated as of August 16, 2004 by and between Abbi Brown Studio, Ltd. and Russ Berrie and Company, Inc. (Jan Pashley).

18. Exclusive License Agreement date as of November 19, 2003 by and between Sonja Picard and Russ Berrie and Company, Inc.

19. Exclusive License Agreement dated as of January 15, 2004 by and between Jerry Berta and Russ Berrie and Company, Inc. (Diner Designs).

20. Merchandising Agreement dated June 25, 2004 by and between EMI Robbins Catalog Inc. and Russ Berrie and Company, Inc. and Assignment by Lowell Christensen, Michael Kryton and David Petovar dated September 5, 2004 ("Singin' in the Rain").

21. License Agreement dated January 21, 2004 by and between Music & Media International, Inc. o/b/o Golden Bell Songs and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", U.S. and Canada).

22. Agreement dated as of July 30, 2004 by and between Warner/Chappell Music, Inc. and Russ Berrie and Company, Inc. ("How much is that Doggie in the Window", worldwide, except U.S. and Canada).

23. "Ziggy" License Agreement dated as of August 20, 2004 by and between Andrews McMeel Universal, Ziggy & Friends, Inc. and Russ Berrie and Company, Inc. (Ziggy).

24. Merchandise License Agreement dated as of October 5, 2004 by and between Dreamworks L.L.C. and Russ Berrie and Company, Inc. (not yet executed on behalf of licensor).

25. License Agreement dated as of October 18, 2004 by and between Sanrio, Inc. and Russ Berrie and Company, Inc.

26. Exclusive License Agreement dated September 24, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc., as amended on December 1, 2003 (U.K. contract for "Characters by Rikey and Jo").

27. Exclusive License Agreement dated December 12, 2003 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Nitwit").

28. License Agreement dated October 18, 2004 by and between Rikey Austin and Russ Berrie and Company, Inc. (U.K. contract for "Alice's Bear Shop Concept").

29. License Agreement dated November 30, 2004 by and between Warner Bros. Consumer Products Inc. and Russ Berrie and Company, Inc. (Scooby-Doo).

30. License Agreement dated as of December 2, 2004 by and between Integrity Publishers and Russ Berrie and Company, Inc. (baby faith).

The foregoing list does not include license agreements which have been terminated or expired by their terms, but are in the sell-off period, such as the agreements with Fuller Creative, Inc. and Ruth Lorentzen d/b/a As the Crow Flies, O Tay!, Inc.

INFORMATION TECHNOLOGY LICENSING AND MAINTENANCE AGREEMENTS OF RUSS BERRIE AND COMPANY, INC.

1. Software License, Services, Support and Enhancements Agreement dated February 6, 2001, between Manhattan Associates and Russ Berrie and Company, Inc. with addendum.

2. Software License, Services and Maintenance Agreement dated January 31, 2002, between J.D. Edwards and Russ Berrie and Company, Inc.
3. Software License, Services and Support Agreement dated February 12, 2004, between Oracle Corporation and Russ Berrie and Company, Inc.
4. Support Agreement dated September 1, 2004, between Sun Services Sun Microsystems, Inc. and Russ Berrie and Company, Inc.
5. Recovery Services Agreement dated January 1, 2004, between Sungard Recovery Services LP and Russ Berrie and Company, Inc.
6. MCI WorldCom On-Net Service Agreement dated April 21, 2003, between MCI Worldcom Communications, Inc. and Russ Berrie and Company, Inc.
7. Consulting Services Agreement dated October 4, 2004, between PeopleSoft USA, Inc. and Russ Berrie and Company, Inc.

Russ Berrie and Company, Inc. and its subsidiaries enter into other miscellaneous software licenses and technology agreements from time to time in the course of their business, which are not material (less than \$50,000 per year).

SCHEDULE II

FOREIGN TRADEMARK FILINGS

None.

#2720908 (114647.054)